

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS

Raymond D. Hobby,)
Plaintiff,)

C/A No.: 2013-CP-36-193

13996

v.)

Mary T. Hobby,)
Defendant/Third-Party Plaintiff,)

ORDER

FILED
NEWBERRY COUNTY
2014 MAY 12 PM 12 30
JACKIE S. BOWERS
CLERK OF COURT

v.)

Frances B. Knowlton, individually)
and as Trustee,)
Third-Party Defendant.)

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SC Court of Appeals

THIS MATTER came before the Court on March 12, 2014 on multiple cross-motions for summary judgment, namely, Defendant/Third Party Plaintiff Marry Hobby's (hereinafter "Wife") Motion for Summary Judgment, Third-Party Defendant Frances Knowlton's (hereinafter "Trustee") Motion for Summary Judgment, and Plaintiff Raymond Hobby's (hereinafter "Husband") Motion for Partial Summary Judgment on the issue of Wife's liability. For the reasons set forth below, the Court grants Husband's Motion for Partial Summary Judgment and the Trustee's Motion for Summary Judgment. Wife's motion for Summary Judgment is denied.

FACTS

Having carefully considered the evidence in the record and the arguments of counsel in the light most favorable to Wife, the Court finds no genuine issue as to the following facts.

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Husband and Wife divorced in 2010 pursuant to a Final Order and Divorce Decree (“Divorce Order”) dated October 8, 2010.¹ As part of the divorce settlement, they created a liquidating trust (“Trust”), the purpose of which was to facilitate equitable distribution. The Trust was created pursuant to the Divorce Order. (Trust Agreement, Article I(a)). Husband and Wife hired a third-party, the Trustee, to administer the Trust. He remains the trustee today. The explicit provisions of the Trust granted the Trustee wide discretion in selling trust assets. Trustee could sell trust property to either Husband or Wife if the transaction was fair, reasonable, and for market value, or if the beneficiaries mutually agreed to other terms. Trust Agreement, Article IX, (a)(xxxii). In addition, the trust terms gave Wife sole, exclusive, rent-free use of the marital home (“the House”) until the Trustee sold it or she vacated it. (Def’s Resp. to Pl.’s First Requests for Admissions ¶ 2; Trust Agreement, Article XII, (f).) It is undisputed that the House was a trust asset.

On December 8, 2011, Wife submitted an offer to the Trustee to buy the House based on a valuation of \$225,000. She offered to pay the Trust \$127,231, which represented Husband’s 57.5% share of \$225,000.² On January 3, 2012, Husband made a counteroffer to purchase the House based on a valuation of \$325,000.00. He offered to pay \$138,125.00 in cash, representing Wife’s 42.5% share of \$325,000. After receiving Husband’s offer, the Trustee relayed it to Wife and gave her time to respond.

The Trustee made both Husband and Wife aware of the Trust’s immediate need for cash to pay its pending debts. On January 27, 2012, the Trustee wrote Wife and her attorney to notify them that he intended to accept Husband’s offer on January 31st unless she made a better offer.

¹ The Divorce Order was issued by the Honorable Joseph W. McGowan, III, Judge of the Family Court for the Eighth Judicial Circuit.

² For purposes of equitable distribution, the Family Court held Wife entitled to 42.5% of marital property; Husband’s share is 57.5%.

On January 31, 2012, the Trustee again wrote Wife and her attorney informing them that the Trust's mortgage payments (on various trust assets) were becoming due and that the Trustee could not wait more than a day or two for her to make a better offer. Two days later, on February 2nd, the Trustee advised Wife's attorney that the Trust could not meet its obligations and needed an immediate cash infusion of \$56,000 to service its debts. On February 7, 2012, the Trustee advised Wife and her attorney that he had a check in hand for \$56,000 from Husband as an advance on the purchase of the House. The Trustee told Wife he would have to accept Husband's offer unless she made a materially better offer by close of business that day. Two days later, on February 9, 2012, the Trustee notified Wife and her attorney that he had accepted Husband's offer and was using the cash advance to service the Trust's debts. The Trustee deposited Husband's check and used the money to allow the Trust to continue operating. On March 14, 2012, Husband advanced another \$56,000 toward his purchase of the House to allow the Trust to continue operating.

Despite repeated attempts by the Trustee to get Wife to convey the House to the Trust as required by the Trust Agreement, she did not do so until April 11, 2012. Eight days later, on April 19, 2012, the Trustee and Husband closed on the sale of the House, and the Trustee delivered a quitclaim deed to Husband. The deed appears valid on its face. In all, Husband paid the Trustee cash in the amount of \$138,125.00 and gave note payable on demand secured by a purchase-money mortgage for the remainder of the \$325,000 purchase price.

After closing, Husband gave Wife proper notice to move out of the House, but she refused. Husband commenced an ejectment action in the Magistrate's Court, and later filed suit in this Court seeking damages in excess of the Magistrate's jurisdictional limit. On September 4, 2013, in response to Wife's objection to subject-matter jurisdiction, Husband filed an identical

complaint in the Newberry County Probate Court and removed that action to this Court. The Court then consolidated the two cases under the single caption appearing above.

Currently before this Court are Husband's damages claim,³ Wife's counterclaim for a declaratory judgment, and Wife's third-party claims against the Trustee for breach of fiduciary duty. Three (3) cross-motions for summary judgment are pending before the Court. First, Husband moves for partial summary judgment as to liability on his claims for trespass, holdover tenant, breach of contract and *quantum meruit* because Husband asserts there is no factual issue that he owns the House and that Wife has continued to live there unlawfully. Second, Trustee argues he is entitled to summary judgment because the Trust Agreement unambiguously gives him authority to sell the House in the manner he did and because the record lacks any evidence that he breached any fiduciary duty to Wife. Finally, Wife contends she is entitled to summary judgment because the Trustee acted outside the scope of his authority when he conveyed the House to Husband and breached his fiduciary duties, including his duty of impartiality to Husband and Wife as co-beneficiaries.

STANDARD

Summary judgment is proper when "the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCF; *see also Pittman v. Grand Strand Entm't, Inc.*, 363 S.C. 531, 536, 611 S.E.2d 922, 925 (2005); *Eagle Container Co., LLC v. County of Newberry*, 366 S.C. 611, 622 S.E.2d 733 (Ct. App. 2005); *B & B Liquors, Inc. v. O'Neil*, 361 S.C. 267, 603 S.E.2d 629 (Ct. App. 2004).

³ Husband pursued his claim for possession separately in the Magistrate's Court. That matter is currently before the Court of Appeals.

When reasonable minds cannot differ on plain, palpable, and indisputable facts, summary judgment should be granted. *Ellis v. Davidson*, 358 S.C. 509, 595 S.E.2d 817 (Ct. App. 2004). The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. *McCall v. State Farm Mut. Auto. Ins. Co.*, 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). The nonmoving party must come forward with specific facts showing there is a genuine issue for trial. *Rife*, 363 S.C. at 214, 609 S.E.2d at 568.

"The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder." *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (quoting *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)); *Rumpf v. Massachusetts Mut. Life Ins. Co.*, 357 S.C. 386, 593 S.E.2d 183 (Ct. App. 2004).

DISCUSSION

I. Trustee's Motion for Summary Judgment

Trustee moves for summary judgment because the Trust Agreement unequivocally gave him the authority to sell the marital home and because there is no evidence that he failed to act reasonably and prudently in doing so. The Court agrees.

In order to prove her claim for breach of fiduciary duty, Wife must present some evidence that the Trustee breached his fiduciary duty. Wife has failed to present any such evidence. The Court finds that, as a matter of law, the Trust Agreement granted the Trustee the authority to sell the House. No material, factual issue exists as to this question. Nor is there any

evidence or inference that the Trustee failed to act reasonably and prudently in selling the home, or that he favored one beneficiary over the other.

The explicit provisions of the Trust Agreement granted the Trustee wide discretion in selling trust assets. He could sell trust property to either beneficiary if the transaction was fair, reasonable, and for market value, or if the beneficiaries could mutually agree on other terms. *See* Trust Agreement, Article IX, (a)(xxxii). Moreover, the terms of the Trust Agreement enabled the Trustee to sell trust property to one beneficiary without obtaining the consent of the other beneficiary.⁴ *See id.* Simply stated, because the House was an asset of the Trust, the Trustee had the power to sell it, and he clearly acted with due diligence and in a prudent manner when he did so. Both parties made an offer on the House, and Husband's \$325,000 offer was timely and superior to that of Wife. Wife was given ample time to respond to Husband's offer, yet she failed to do so despite several inquiries sent from the Trustee to Mr. McDougall, Wife's lawyer.

Further, both Husband and Wife were given notice of the Trust's immediate need for a cash infusion to pay its pending debts. Circumstances required the Trustee to act swiftly and make a decision which was in the best interest of the Trust and its beneficiaries, and the Trust was best served by accepting a legitimate, timely offer which allowed it to service urgent financial obligations. Significantly, South Carolina law states quite clearly that "compliance with the prudent investor rule is determined in light of the facts and circumstances existing at the time of a trustee's decision or action and not by hindsight." S.C. Code Ann. § 62-7-933(G) (Supp. 2008).

⁴ Although Wife argues that Article IX (a)(xxxii) of the Trust Agreement required the Trustee to obtain her consent prior to selling the House to Husband, such an interpretation is inconsistent with the provision's plain language. Moreover, such an interpretation would frustrate the purpose of the Trust as a liquidating trust.

Although Wife claims she was experiencing medical issues which inhibited her from making a counteroffer, the Court finds no basis to excuse her from making a timely counteroffer within the time frame dictated by circumstances and required by the Trustee. Essentially, Wife maintains that she was suffering from a pinched nerve which kept her from making a timely counteroffer. The Court finds that her condition, while undoubtedly painful, would not have rendered her incapable of corresponding with the Trustee over the 18-day time span she had to make an offer. In fact, by the time Wife submitted a counteroffer, fifty-seven (57) days had elapsed since she had received notice of Husband's offer.

Importantly, when she did eventually make a counteroffer, there is no question the Trustee had accepted Husband's offer roughly a month earlier, thereby binding the Trust and subjecting it to a suit for specific performance had the Trustee attempted to renege and take Wife's untimely counteroffer. Finally, nowhere in the record can it be shown that the Trustee breached his duty of impartiality. The Trustee at all times acted impartially toward Husband and Wife with respect to the sale of the House. As described above, both parties made offers to buy the marital home and ample time was given to Wife to make a counteroffer. The Trust needed an immediate infusion of cash, and Husband presented a significantly better offer than Wife's original offer. It was reasonable and prudent for the Trustee to accept the best offer before him at the time in order to avoid the risk of the Trust defaulting on its debts. *See Ex parte Wheeler v. Estate of Green*, 381 S.C. 548, 673 S.E.2d 836 (Ct. App. 2009) (holding that the personal representative of a decedent's estate did not breach her fiduciary duties by accepting an offer for the sale of the decedent's residence without considering a substantially higher offer submitted by another prospective purchaser after the offer was accepted).

Even if Wife's counteroffer could be considered timely or otherwise valid, Wife offered the same sum as Husband, and the Court is strained to see how any favoritism could be shown by accepting a timely offer by one party in an amount equal to another party's untimely counteroffer. Accordingly, not only does the record fail to demonstrate a scintilla of evidence that the Trustee breached his fiduciary duties, it proves that he acted within them when he sold the marital home to Husband.

As alternate sustaining grounds, the Court finds the Trustee acted in reasonable reliance on the terms of the Trust as expressed in the Trust Agreement when he sold the House to Husband. *See* S.C. Code § 62-7-1006 (trustee who acts in reasonable reliance on the terms of the trust as expressed in the trust instrument is not liable to a beneficiary for a breach of trust to the extent the breach resulted from the reliance).

Finally, Wife's effort to create a material factual issue, by offering the affidavit of her attorney in the underlying domestic action, John McDougall, is unavailing; the plain language of the trust is unambiguous and capable of only one reasonable interpretation. In short, this Court is not required to find the possibility of ambiguity or fiduciary breach, where clearly none exists, simply because an affidavit is filed, and in this case, Mr. McDougall represented Wife in the underlying negotiations concerning the sale of the house. Accordingly, Wife's attorney affidavit regarding the trust represents, at best, an effort to create a factual issue where no such issue is actually in doubt. *See generally Higgins v. Medical University of South Carolina*, 326 S.C. 592, 486 S.E.2d 269 (Ct. App. 1997) (factual statements of counsel will normally not be considered in determining where issue of material fact exists precluding summary judgment).

Accordingly, the Trustee's Motion for Summary Judgment is granted.

II. Husband's Motion for Partial Summary Judgment

Husband moves for partial summary judgment on the issue of liability on four of his causes of action: trespass, holdover tenant, breach of contract, and *quantum meruit*. He argues summary judgment is proper as to liability because there is no genuine issue of material fact that the Trustee sold the House to him and that Wife has continued to live there without his permission. The Court agrees.

A. Trespass

“Trespass is any intentional invasion of the plaintiff’s interest in the exclusive possession of his property.” *Hedgepath v. Am. Tel. & Tel. Co.*, 348 S.C. 340, 357, 559 S.E.2d 327, 337 (Ct. App. 2001). “To prove a trespass, a party must establish: (1) that he was in legal possession of the property; (2) that the defendant [or his agent] voluntarily entered upon the plaintiff’s property; and (3) that such entry was made without the plaintiff’s permission.” Ralph King Anderson, Jr., *South Carolina Requests to Charge -- Civil*, 2002 § 4-43; *see also* Michael G. Sullivan, *Elements of Civil Causes of Action* 245-48 (2000). “For a trespass action to lie, ‘the act must be affirmative, the invasion of the land must be intentional, and the harm caused by the invasion of the land must be the direct result of that invasion.’ ” *Hawkins v. City of Greenville*, 358 S.C. 280, 297, 594 S.E.2d 557, 566 (Ct. App. 2004) (quoting *Mack v. Edens*, 320 S.C. 236, 240, 464 S.E.2d 124, 127 (1995)). *See also Coll. of Charleston Found. v. Ham*, 585 F. Supp. 2d 737, 750 (D.S.C. 2008) and *West v. Newberry Elec. Co-op.*, 357 S.C. 537, 544, 593 S.E.2d 500, 503 (Ct. App. 2004). “The unwarrantable entry on land in the peaceable possession of another is a trespass, without regard to the degree of force used, the means of entry, or the extent of damage. The entry itself is the wrong.” Anderson, *S.C. Requests to Charge – Civil* § 4-43.

Even viewing the evidence and inferences therefrom in the light most favorable to Wife, there is no question that she is liable to Husband for trespass. As discussed above, Trustee’s sale

of the house to Husband by quitclaim deed was a valid sale and did not breach any fiduciary duty. Consistent with the terms of the Trust, Wife admits she was allowed to live in the House until it was sold. (Def's Resp. to Pl.'s First Requests for Admissions ¶ 2.) She further concedes that the Trustee sold the house to Husband prior to April 20, 2012. (*Id.* at ¶¶ 6, 7, 8.) In addition, Wife admits the Trustee sold it and delivered a quitclaim deed to the Husband. (*Id.* at ¶¶ 1, 10.) The Court sees no title defect in the record. A deed valid on its face is presumed to be valid. *See Cummins v. Varn*, 307 S.C. 37, 45,413 S.E.2d 829, 834 (1992). Moreover, Wife has failed to present any evidence affecting Husband's title to the house. There is no genuine issue of material fact that Husband owns the house or that Wife has been living there unlawfully since April 19, 2012. Accordingly, there is no question that Wife is liable to Husband for trespass.

B. Holdover Tenant

Husband's claim against Wife as a holdover tenant is based on the South Carolina Residential Landlord and Tenant Act ("RLTA" or "Act"). The RLTA applies to all "rental agreement[s]...for a dwelling unit located within this State." S.C. Code Ann. § 27-40-110. The Court finds the Act applies in this case because the Wife's right to continue using and occupying in the House rent-free arose from the Trust Agreement. *See* S.C. Code Ann. § 27-40-210(3), (12). Therefore, she was a tenant under the Act. *See* S.C. Code Ann. § 27-40-210(15). When the Trustee sold the House to Husband, Wife's right to continue living in the House terminated pursuant to the trust terms. In addition, Husband assumed all rights and remedies of the landlord. *See* S.C. Code Ann. § 27-35-50 (purchaser of real estate subject to lease becomes the landlord *ipso facto* and is entitled to all rights as original landlord).

As discussed above, there is no question that Husband owns the House or that Wife has lived there without his permission since April 20, 2012. Nor does the record present any

question that Wife knew her right to live there rent-free terminated when the House was sold. Accordingly, the Court finds no question that Wife is liable to Husband for actual damages and reasonable attorney's fees pursuant to S.C. Code Ann. § 27-40-750. The court further finds no material, factual issue that Wife's refusal to move out was not in good faith and was a willful violation of the RLTA and the trust agreement. See S.C. Code Ann. § 27-40-770(c). The only factual issues remaining to be determined are the Husband's actual damages, including the reasonable monthly rental rate, and reasonable attorney's fees. *Id.*

C. Breach of Contract

Husband is also entitled to summary judgment as to liability on his breach of contract claim. In order to recover for breach of contract, a party must prove "the existence of a contract, its breach, and the damages caused by such breach." *S. Glass & Plastics Co., Inc. v. Kemper*, 399 S.C. 483, 492, 732 S.E.2d 205, 209 (Ct. App. 2012), *reh'g denied* (Sept. 20, 2012) (citing *Fuller v. E. Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962)). There is no question that the terms of the parties' Trust Agreement are clear and unambiguous. It gave Wife the right to continue living in the House rent-free "until such property [was] sold, or until vacated by her." (Trust Agreement, Article XII, (f).) By agreeing that her right to live in the House expired when the Trustee sold the House, Wife also agreed to move out when it was sold. The evidence is uncontested that she refused to move out and that she is still living in the House today.

Accordingly, the Court finds no factual issue that precludes the Court from entering summary judgment in Husband's favor on the issue of Wife's liability as a holdover tenant. The only issue that remains to be determined is Husband's damages.

D. Quantum Meruit

Finally, Husband moves for judgment as to liability on his claim for *quantum meruit*. “The elements of a *quantum meruit* claim are: (1) a benefit conferred upon the defendant by the plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it unjust for him to retain it without paying its value.” *Earthscapes Unlimited, Inc. v. Ulbrich*, 390 S.C. 609, 616-17, 703 S.E.2d 221, 225 (2010).

As discussed above, Wife does not dispute that she has lived in the House since April 19, 2012, when the Trustee closed the sale to Husband. Nor does Wife claim she has paid Husband for living in the House. The only reasonable conclusion based upon the record in this case is that Wife has lived in the House for nearly two (2) years unlawfully without paying any rent. As a result, there is no genuine issue of fact that Wife has received and retained a benefit from Husband under circumstances that make it unjust for him to retain it without paying its value. *See id.* The Court finds, therefore, that there is no genuine issue of material fact that Wife is liable to Husband for the value of the benefit she received. The only issue remaining for a fact-finder is to quantify that value.

III. Wife’s Motion for Summary Judgment

Wife contends she is entitled to summary judgment because the Trustee acted outside the scope of his authority when he conveyed the House to Husband. The Court disagrees, as discussed above, and denies her motion.

The Trustee did not act outside of the scope of his authority when he deeded the marital residence to Husband. The Trustee’s authority is set forth in the Trust Agreement. A court’s primary concern when interpreting and construing a trust instrument is to discern the settlor’s intent. *Holcombe-Burdette v. Bank of Am.*, 371 S.C. 648, 658, 640 S.E.2d 480, 484-85 (Ct. App. 2006). “In ascertaining a settlor’s intent, if the language of the trust instrument is perfectly plain

and capable of legal construction, such language determines the force and the effect of the instrument.” *Id.*(internal citation omitted). When interpreting the meaning of the language of a trust agreement and ascertaining the intent of the settlor, the court must consider the trust document as a whole. *See id.* at 657, 640 S.E.2d at 484. Only if the Settlor’s intent cannot be ascertained and the trust instrument is ambiguous will the courts turn to parol or extrinsic evidence. 76 Am.Jur.2d *Trusts* § 31.

Here, the Trust Agreement clearly sets forth the powers of the Trustee. Specifically, Article IX, Paragraph (a)(xxxii) gives the Trustee the power to “sell any Trust Asset to [Husband or Wife] provided the sale and terms of sale are reasonable, fair, and reflect fair market value **and any other terms mutually agreeable by the parties.**” Trust Agreement, Article IX, (a)(xxxii) (Emphasis added). Wife argues the use of the conjunctive “and” preceding the clause “any other terms mutually agreeable by the parties,” indicates that the Trustee is required to obtain consent to the terms of any sale of trust property to Husband. However, this is a strained reading of this provision and inconsistent with its plain language. The Court finds the language in Article IX, along with the Trust’s language as a whole, unambiguous and subject to only one reasonable, legal interpretation. Therefore, the Court need not look beyond the Trust Agreement’s express terms in determining the scope of the Trustee’s powers. Under the plain language of Article IX, (a)(xxxii), the Trustee could sell trust property to Husband or Wife without the consent of the other where the sale and terms of the sale are reasonable, fair and reflect market value. Although the trust provisions state that the parties were free to agree mutually to other or additional terms, here, the parties plainly did not agree on other or additional terms. In light of the evidence before the Court, the only reasonable conclusion to be reached is that the terms of the sale of the House to Husband were fair, reasonable and reflected fair market

value. Therefore, the sale of the House to Husband was expressly authorized under the Trust Agreement.⁵

Finally, Wife argues that discovery is incomplete; however, the Court finds that further discovery would be unavailing in that no party has identified how conducting more discovery would uncover additional relevant evidence and create a genuine issue of material fact. See *Dawkins v. Fields*, 354 S.C. 58, 71, 580 S.E.2d 433, 439-40 (2003); *Guinan v. Tenet Healthsystems of Hilton Head, Inc.*, 383 S.C. 48, 54-55, 677 S.E.2d 32, 36 (2009). No material fact is in dispute. The quitclaim deed the Trustee delivered to Husband is valid and resulted in a transfer of the property to Husband. Accordingly, Wife's motion for summary judgment is denied.

CONCLUSION

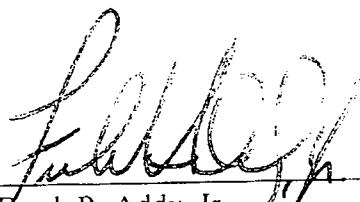
The Court fully appreciates the contentiousness of Husband's and Wife's divorce which, at the time, seemed to necessitate the creation of the Trust, and this Court does not relish the obligation of ruling upon a dispute which would have best been resolved in the Family Court when the parties initially sought their divorce. That Wife has continued to file actions in every conceivable Court in a thinly veiled effort to relitigate these issues has not gone unnoticed by this Court, but these procedural attempts at delay have no bearing on this Court's application of black letter law. That Wife desires to keep the former marital home is understandable. That the Trust was land rich/cash poor is regrettable. That Wife failed to timely respond to the Trustee cannot be excused under these facts. In short, this Court is called upon to apply the law to an instrument

⁵ Even if Article IX, (a)(xxxii) were held to be ambiguous, the Court finds that it was the intent of the parties to not require the consent of both beneficiaries to effect a sale of trust property to a beneficiary. This is the only way to interpret this provision without frustrating the very purpose of the Trust as a liquidating trust. Allowing one beneficiary to have unconstrained veto power over a commercially reasonable and fair sale of trust property would frustrate the Trustee's obligation to sell trust assets "in a timely, prudent and efficient manner." Trust Agreement, Article I (c).

lacking any uncertainty concerning its terms, and no material fact is in dispute. Accordingly, the Trustee's and Husband's motions are granted, and Wife's motion is denied.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Third-Party Defendant Frances B. Knowlton's Motion for Summary Judgment is hereby GRANTED and that judgment shall be entered in his favor on all of Defendant/Third-Party Plaintiff Mary Hobby's claim against him; that Plaintiffs Raymond D. Hobby's Motion for Partial Summary Judgment on the issue of liability is GRANTED; and that Defendant/Third-Party Plaintiff Mary Hobby's Motion for Summary Judgment is DENIED.

IT IS SO ORDERED.



Frank R. Addy, Jr.
Circuit Court Judge

May 6, 2014
Greenwood, South Carolina